

Sioux City Conference Board

AFSCME Council 61 (Support)

7/1/2004 6/30/2007

MASTER CONTRACT

THE SIOUX CITY CONFERENCE BOARD

AND

LOCAL 212, AFSCME/IOWA COUNCIL 61, AFL-CIO
AFFILIATED SIOUX CITY MUNICIPAL EMPLOYEE UNION
EMPLOYEES OF THE SIOUX CITY ASSESSOR'S OFFICE



FOR 20004 - 2007

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ARTICLE I AGREEMENT

This Agreement is entered into by the Sioux City Conference Board hereinafter referred to as the "Board" (Employer) and the Affiliated Sioux City Municipal Employee Union, Local 212, AFSCME/Iowa Council 61, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE II RECOGNITION AND UNION SECURITY

Section 1 Union Recognized

Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" and in recognition of the Public Employment Relations Board's certification of AFSCME/Iowa Council 61, AFL-CIO, dated December 1, 1995, the Sioux City Conference Board does hereby recognize the Union during the term of this Agreement as the sole and exclusive bargaining representatives for positions within the Sioux City Conference Board listed in Appendix "A" (hereinafter collectively referred to as employee(s) excluding the City Assessor, supervisory, confidential, and all other employees excluded by Section 4 of the Act.

Section 2 Contract Negotiations

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the Employer.

A. Release Time

The Union and the Board agree that up to two (2) designated Union representatives shall be released with pay during regular working hours for collective bargaining negotiations with the Board, except that no payment will be made for negotiation time outside of the representatives' normal workday.

B. Negotiation Sessions

The date, time and place for negotiation sessions shall be established by mutual agreement between the parties.

C. Representatives Designated

The Union shall advise the Assessor in writing of the designated representatives and alternates prior to the start of negotiations for any successor agreement.

Section 3 Definitions

Categories of employment relationship covering positions represented within the bargaining unit shall be as follows:

A. Full-time Regular Employee

One who occupies an authorized full-time year-around position which requires a minimum of eight (8) hours per day and forty (40) hours per week.

B. Part-time Regular Employee

One who occupies an authorized year around position requiring eight (8) hours or less per day and in excess of twenty (20) hours per week but less than forty (40) hours per week.

C. Employee

Employee as used in this contract means both full-time regular employee and part-time regular employee.

D. Temporary, Seasonal and Casual Employee

Is an employee hired to work for a limited period of time not to exceed four (4) months per year.

Section 4 Exclusions

Temporary, casual and seasonal employees shall be excluded from the provisions of this Agreement.

Section 5 Union Officials Certified

Within fifteen (15) days following the election or appointment of any officers of the Union Local and other designated representatives (i.e., stewards, etc.), the Union President shall certify the names and offices of such officers to the Assessor. Further, the Union shall notify in the same manner of any changes in the above cited representatives. Union officers and stewards whose work hours may conflict with regular or special meetings of the Union shall be released from work without pay to attend such meetings.

Section 6 Dues Deduction

- A. Upon receipt of a lawfully executed written authorization from an employee, on forms provided by the Union, the Board agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction within ten (10) days to the official designated by the Union in writing to receive such deduction.
- B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Board in writing by the authorized representative of the Union.
- C. Such orders shall be terminable with written notice to the Board and the Union either between June 15th and June 30th of the last year of each contract or within a two-week period following the anniversary date of the employee's authorization to withhold dues. The Board agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.
- D. The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Article.
- E. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted. The Board shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions. The list provided to the Union shall include the following information:
 - 1. The employee's name.
 - 2. The employee's address.
 - 3. The employee's social security number.
 - 4. The amount of dues withheld.
- F. This Local union may independently adjust its dues structures to meet local needs.

Section 7 Bulletin Board

The Board will provide the Union with bulletin board space as defined herein for the posting of notices of employee Union meetings, elections, election returns, appointments to office, and Union business, or social affairs. The Local Union shall post no political information or information which would be negative towards the Board. Said board space shall be specifically designated, and be accessible for all personnel to view.

For the purpose of this section, the definition of bulletin board space will be space designated by the Board for posting of authorized notices.

All space will be made available by the Board at the following location as long as Board operations are conducted at said location:

City Assessor's Office

Section 8 Union Activity

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on Employer time except as specifically authorized by the provisions of this Agreement.

Section 9 Non-Discrimination

The Board and the Union agree that their respective policies consistent with the Code of Iowa will not violate the rights or discriminate against any employee covered by this Agreement because of sex, creed, color, age, national origin, race, religion or disability.

The Board and the Union agree to cooperate by encouraging female and minority applicants for employment with the Board and to comply with provisions of the City Assessor's Affirmative Action Program.

Pursuant to Iowa Code Section 216.14, after a handicapped individual is employed, the employer shall not be required under this Agreement to promote or transfer such handicapped person to another job or occupation unless, prior to such transfer, such handicapped person, by training or experience, is qualified for such job or occupation.

ARTICLE III GRIEVANCE PROCEDURE

Section 1 Definition

A grievance shall be defined as a dispute or disagreement raised by an employee against the Board involving the interpretation or application of the specific provisions of this Agreement. Grievances, as herein defined shall be processed in accordance with the procedure set forth in Section 2 below.

A "past practice" can only be established by the City Assessor. If an employee or the Union claims that a past practice is the basis for a grievance or asserts in a grievance that the Board has violated a past practice, then the employee or the Union, as appropriate, will be required to identify the past practice and the factual basis for the claim that the past practice exists and is binding on the Board.

The Union may request a meeting with the City Assessor or his/her designee to discuss a dispute or disagreement involving the interpretation or application of the specific provisions of this Agreement affecting a significant number of employees in the City Assessor's Office. The Union and the City Assessor may agree to waive any step of the grievance procedure and commence a grievance at a higher step at such a meeting.

Any full-time regular or part-time regular employee (hereinafter referred to in this Article as "employees") may process a grievance as outlined in this Article and shall have the right to representation by the Union in conferences with the City Assessor or his/her designee. The employee and the Union shall have copies of the written decisions issued by the City Assessor or his/her designee at each step of the procedure. All bargaining unit employees shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

Section 2 Procedure (Steps)

- Step 1. An employee with or without a representative of the Union, who has a grievance shall present a written grievance to the City Assessor or his/her designee within ten (10) calendar days of the occurrence of the alleged grievance. The City Assessor or his/her designee will schedule a meeting at a mutually agreed upon time and date with the appropriate Union representative (with or without the aggrieved employee) and attempt to resolve the grievance. The City Assessor or his/her designee shall respond in writing to the employee and the appropriate Union representative within seven (7) calendar days of the date of the written grievance.
- Step 2. The grievance shall be considered resolved unless within fourteen (14) calendar days of the receipt of the written response at Step 1, the employee and/or authorized Union representatives submit a written request for arbitration before an impartial arbitrator. A copy of said request shall be sent to the City Assessor. Within thirty (30) calendar days after the notice of appeal to arbitration is given, the Board and the Union shall meet and endeavor to select an arbitrator. If, after three (3) calendar days following the meeting, agreement as to the arbitrator is not reached, the Board and the Union shall request the Public Employment Relations Board to submit a panel of five (5) arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, the party shall be allowed to request another list. Each party shall be allowed to request a new list once. When such panel is reached, the Employer and the Union shall alternately strike from such list, the initial strike shall be determined by a toss of a coin, and the remaining person shall act as arbitrator.

In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration must be scheduled no later than sixty (60) calendar days from the date the grievance was appealed to arbitration. If an arbitration hearing is not scheduled within the above mentioned sixty (60) calendar days, the grievance will be considered denied.

The Arbitrator shall be empowered to convene to hear the evidence pursuant to such rules and procedure as he/she may adopt and to make a written decision which shall be final and binding. The parties shall bear equally the fees of the Arbitrator. The costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. The Board and the Union shall bear individually the cost and compensation of its own witnesses, exhibits, and representation. The Arbitrator shall only have authority to determine the compliance with the provisions of this Agreement.

The Arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue that is presented that is proper for arbitration within the limitations expressed herein. The Arbitrator shall have no authority to charge wage rates or salaries established on the salary schedule but shall have the power to adjust an individual employee's wages. The Arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of issue submitted for decision.

The Arbitrator shall submit the decision, in writing, within thirty (30) calendar days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this contract.

Section 3 Time Limits

All time limitations in this grievance procedure shall be based on calendar days and may be extended by mutual agreement of the City Assessor or his/her designee and Union. All reference to days shall mean calendar days. All grievances must be presented promptly and no later than ten (10) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

In the event the Board does not respond within the time limits set forth, the grievance shall be automatically appealed to the next step.

In the event the Union fails to appeal a grievance within the time limits set forth, the matter shall be considered resolved and not subject to further processing under the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 4 Retroactivity

Settlement of a grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that a dispute shall be retroactive no more than twenty-four (24) days beyond the date on which the dispute was first presented as a grievance at Step 1.

Section 5 Number of Stewards

For informational purposes only, the Union shall provide the City Assessor or his/her designee with a written list of names of grievance representatives.

The Board shall supply the local Union with a list of supervisors to contact on grievance matters.

Section 6 Grievance Processing

Grievances may be processed by a member of the Grievance Committee (Steward) during working hours. All releases of employees from scheduled work time for any aspect of processing of grievances shall be subject to authorization of the City Assessor or his/her designee.

The Board is not responsible for any compensation of employees or Union Representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Board is not responsible for any travel or subsistence expenses incurred by grievant's or Union representatives in the processing of grievances.

ARTICLE IV SENIORITY

Section 1 Definition

Seniority means an employee's length of continuous unbroken service as a full-time or part-time regular employee of the Board since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position. In computing seniority, periods of employee suspensions and leave of absence without pay (except for work connected injury or illness) in excess of thirty (30) consecutive calendar days shall be deducted from the employee's time of seniority.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Lists

The Board shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated annually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

Section 3 Loss of Seniority

An employee shall lose seniority with the Board for all purposes if any of the following occur:

1. The employee resigns, retires, or dies.
2. The employee is discharged.
3. The employee has been laid off and then fails to respond within a period of seven (7) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Board.
4. The employee fails to return within fourteen (14) calendar days after being recalled by the Board.

However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of one (1) year. Any period of absence of more than one (1) year shall represent a break in continuous service.

ARTICLE V LAYOFF PROCEDURE

Section 1 Application of Layoff

The Union recognizes the right of the Employer to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Article.

As used in this Article, the term "reduction in force" shall mean that a job or position, whether full-time or part-time, has been eliminated by the Board. Job elimination is effected by action of the Board or the City Assessor.

A temporary separation from employment such as, but not limited to, a separation due to lack of work or a shortage of funding, is an employment decision which is made by the City Assessor in his/her discretion. Employees shall be selected for temporary separation as provided by Section 2.

Section 2 General Layoff Procedures

When a layoff or hours reduction occurs, the following general rules shall apply:

- A. Layoff shall be by classification.
- B. All employees who are probationary or temporary shall be laid off before any full-time or part-time employees are laid off.
- C. If the reduction in staff cannot be accomplished by laying off employees as provided in Section 2 B, employees shall be laid off with employees being laid off in order of job classification seniority with the least senior employee being laid off first.
- D. Each employee affected by a reduction in force shall be notified in writing of layoff at least twenty (20) working days prior to the effective date of the layoff.

Section 3 Bumping Procedures

Bumping of a least senior bargaining unit employee shall be allowed as follows:

The Classification of Appraiser III may bump an Appraiser II, Appraiser I, Office Manager, Chief Clerk, Clerk II, or Clerk I who has less seniority. In order to bump the Office Manager, Chief Clerk, Clerk II or Clerk I, the Appraiser III must have previously held one of these positions and his/her seniority in one of these positions will only be used for the purpose of bumping.

The Classification of Appraiser II may bump an Appraiser I, Office Manager, Chief Clerk, Clerk II, or Clerk I who has less seniority. In order to bump the Office Manager, Chief Clerk, Clerk II or Clerk I, the Appraiser II must have previously held one of these positions and his/her seniority in one of these positions will only be used for the purpose of bumping.

The Classification of Appraiser I may bump an Office Manager, Chief Clerk, Clerk II or Clerk I who has less seniority. In order to bump the Office Manager, Chief Clerk, Clerk II or Clerk I, the Appraiser I must have previously held one of these positions and his/her seniority in one of these positions will only be used for the purpose of bumping.

The Classification of Office Manager may bump a Chief Clerk, Clerk II or a Clerk I, who has less seniority.

The Classification of Chief Clerk may bump a Clerk II or a Clerk I, who has less seniority.

The Classification of Clerk/Lister may bump a Clerk II or a Clerk I, who has less seniority.

The Classification of Clerk II may bump a Clerk I, who has less seniority.

The Classification of GIS Technician has no bumping rights.

Section 4 Recall Procedures

Any employee laid off shall be offered a position in the classification from which they were laid off, before a new employee may be hired for such position by the Board. Laid off employees shall be recalled in inverse order of the layoff. The Employer shall maintain a list of employees who were laid off.

The Board shall notify the laid off employee of the recall by certified mail to his/her last known address. Within seven (7) calendar days after receipt of recall notice, the employee shall inform the Board of his/her intent to return to work or not. Within fourteen (14) calendar days after mailing of the recall notice, the employee shall report to work. Failure to return to work within fourteen (14) calendar days after mailing of recall notice shall cancel an employee's recall rights.

Employees are responsible for supplying the Board with their current address.

Recall rights shall be limited to one (1) year from the effective date of layoff.

ARTICLE VI TRANSFERS

Section 1 Eligibility

A "transfer" is defined as a movement of an employee from one job classification to another on a permanent basis.

Section 2 Voluntary Transfer Procedures

If the Board decides to fill a vacancy in an existing job classification within the City Assessor's Office, a notice of such vacancy shall be posted on the City Assessor's bulletin boards for five (5) consecutive working days. During this period, current qualified employees who wish to apply may do so by submitting a written application to the City Assessor. Qualified employees shall mean those employees who meet the qualifications for the posted position as set forth in the job description and are currently employed in the City Assessor's Office. The Board may advertise for applicants from outside the bargaining unit, may post the vacancy and seek applicants from within the bargaining unit, or may do both. If the Board advertises and fills the position from outside the bargaining unit, then this procedure will not apply. If the Board seeks applicants both from within the unit and from outside the unit or seeks applicants only from within the unit, then the Board may select any applicant. Transfers from within the bargaining unit will be made on the basis of qualifications, evaluations and ability to perform the work. Denials of transfers shall not be arbitrary or capricious.

Section 3 Notification of Opening

The Board agrees to notify all bargaining unit employees of any job openings in the bargaining unit.

ARTICLE VII EVALUATION PROCEDURE

Section 1 Frequency of Evaluations

Employees will be evaluated by the Assessor at such frequency as the Employer may determine, but not less than annually and not more than three (3) times per year.

Section 2 Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee.

Section 3 Response

All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

Section 4 Evaluation Form and Criteria

The form and criteria of the evaluation shall be mutually agreed upon by the Board and the Union. Impasse on any item will be resolved by arbitration or other mutually agreed upon procedure.

Section 5 Grievability

Evaluations concerning an employee's initial year of employment shall not be subject to the grievance procedure. After the initial year of employment, evaluations which result in a rating of "unsatisfactory" overall shall be subject to the grievance procedure.

ARTICLE VIII HOURS OF WORK

Section 1 Regular Working Day and Week Defined

The regular working day and regular working week for full-time regular employees in the bargaining unit shall be eight (8) hours or ten (10) hours and forty (40) hours respectively except as hereinafter provided. Hours for all employees shall be 8 a.m. to 4:30 p.m. with an unpaid thirty (30) minute lunch period.

Section 2 Schedules

All work schedules shall be posted by the City Assessor. Permanent work schedules may be changed only with forty-eight (48) hours notice unless the employees involved voluntarily agree to the change.

Section 3 Rest Periods

Two (2) fifteen (15) minute rest periods shall be granted to employees consistent with work schedules, and in accordance with the rules and regulations established by the City Assessor. At the discretion of the employee, the employee shall be allowed to combine their afternoon rest period with their lunch period.

When an employee works or is scheduled to work for a minimum of two (2) hours beyond the end of the employee's normal shift, the employee shall be granted one (1) paid fifteen (15) minute rest break consistent with work schedules.

Section 4 Meal Periods

All employees shall be granted an unpaid meal period of thirty (30) minutes in duration. Where practicable, the meal period will be scheduled approximately in the middle of the scheduled shift.

Employees shall also receive a one-half ($\frac{1}{2}$) hour meal period with pay for each four (4) hours worked beyond their regular shift.

Section 5 Time Units

For purposes of computing wages, time shall be accounted for in fifteen (15) minute increments.

ARTICLE IX OVERTIME

Section 1 Definitions

- A. Work Period - A regularly reoccurring period of one hundred sixty eight (168) consecutive hours.
- B. Work Time - The following items will be regarded as hours worked for the purposes of computing overtime pay: all hours in pay status.

Section 2 Overtime Compensation

All full-time regular employees who are required by the employer to work in excess of their regular workday or their regular workweek are considered as eligible for overtime pay and shall be reimbursed for hours worked in excess of their regular workday or regular workweek at the rate of one and one-half (1 ½) the hourly equivalent of pay for their regular pay rate for all hours worked in excess of their regular workday or regular workweek. Overtime shall be paid for in fifteen (15) minute increments.

Section 3 Compensatory Time

Unless the employee and the supervisor agree that overtime hours will be compensated with time off, overtime hours shall be compensated in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half (1 ½) hours for each hour of overtime employment. Compensatory time may be accumulated to a maximum of two hundred forty (240) hours. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation. Accrued compensatory time off not used by June 10 shall be paid for in cash prior to July 1. Employees will be paid in cash for accrued compensatory time prior to transfer to a higher paying position.

Upon termination of employment, employees who have accrued compensatory time, shall be paid for unused compensatory time at a rate of compensation not less than:

- (1) the average regular rate received by the employee during the last three (3) years of the individual's employment, or
- (2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off, may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the City Assessor's Office.

Section 4 Authority to Grant

When determined by the Assessor to be necessary, assignment of work hours in excess of eight (8) hours per day or forty (40) hours per week shall be the responsibility of the Assessor or his/her designated representative.

ARTICLE X WAGES AND INSURANCE

Section 1 Rates of Pay

The rates of pay for positions covered by this Agreement shall be determined as set forth in Appendix "A" of this Agreement.

The Assessor will have the discretion to determine the initial rate of pay to be received by all individuals upon their employment and upon notification to the Union.

Section 2 Paydays

The Board shall pay for employee services on a bi-weekly basis with payday being the Friday following the end of each bi-weekly pay period. If the payday falls on a holiday, payment shall be made on the preceding regular workday.

Section 3 Special Fees

Total compensation and other authorized allowances shall be in lieu of any special fees or compensation which an employee may be authorized by law to collect. Such fees or other compensation shall be paid to the Board in full, as required by the City Assessor.

Section 4 Health and Dental Insurance

A. Eligibility

Full-time regular employees (hereinafter referred to in this Article as "employees") who are actively at work are eligible for this insurance on the first day of the month following fifteen (15) days of employment.

1. Premium Payments

The total monthly premium for participating employees shall be paid in the following manner:

- (a) The Board will pay the monthly premium for each qualified employee with hospital, medical, and dental group insurance.
- (b) The Board shall pay the full premium for spouse and dependent coverage for the period 7-1-2004 through 6-30-2007.

2. Plan Benefits

Benefits shall be provided as set out in the City of Sioux City plan "B" document in effect on July 1, 2003 as modified.

B. Effective Date of Coverage

New employees are eligible to apply for group insurance coverage on the first day of employment.

Adherence to the above rules will provide coverage without health questions or a medical examination for employees as well as dependents.

C. Termination of Insurance

Whenever a covered employee ceases employment with the Board or when the Group Insurance Plan is discontinued, or whenever the employee enters military service, this Group Insurance Plan terminates, except for the rights under COBRA. The insurance for dependents also terminates when the employee ceases to be eligible for coverage or when that dependent ceases to be eligible as a dependent.

D. Coordination of Benefits

When an employee is covered by more than one group insurance Plan, the benefits payable under the Board's plan may be reduced so that the combined total amount of benefits payable by all companies for hospital and medical benefits does not exceed the covered expenses incurred.

E. Coverage on Leave of Absence Without Pay

An employee can elect to continue coverage while on leave of absence without pay. However, when the leave is in excess of thirty (30) consecutive calendar days, the employee shall pay the total premium cost for the remainder of the period or as otherwise specified in the Group Insurance Plan which is in effect.

Section 5 Life Insurance

The Board will provide all employees with coverage of \$10,000 individual group life insurance policy with an accidental death double indemnity feature with the Board paying the full premium.

The employee has the option to purchase an additional \$10,000, \$30,000, \$50,000, \$70,000 or \$90,000 of insurance coverage with an accidental death double indemnity feature through payroll deduction.

To increase coverage to \$70,000 or \$90,000 evidence of insurability must be met.

Section 6 Long-Term Disability Insurance

The Board will provide full-time regular employees with long-term disability insurance with the Board paying the full cost of the premium.

Coverage shall begin on the first day of the month following six (6) months of employment as a full-time regular employee.

Section 7 Flexible Benefit Plan

The Board will provide employees with a flex benefit plan for the payment of deductibles and coinsurance amounts associated with the Health or Dental Insurance. Employees shall also be able to use this plan for the payment of Dependent Care that the employee may be paying for. Employees shall also be able to use this plan for the payment of any cost associated with any additional life insurance that the employee may be paying for through payroll deduction. This plan is subject to revision if federal laws governing flex benefit plans are revised.

Section 8 Workers' Compensation Benefits

When an employee sustains a personal injury arising out of and in the course of employment, the employee may, for the first three (3) working days of total disability following the injury, use earned and unused sick leave credits. Beginning on the fourth (4) calendar day of total disability following the date of injury and up to and including the fortieth (40) day of total disability, the Employer shall pay the injured employee in addition to the Workers' Compensation benefits to which said employee is entitled, a sum which together with said Workers' Compensation benefits will equal 100% of the rated salary the employee would have received had he/she not been incapacitated. The difference between Workers' Compensation benefits and base salary for the employee's current classification will be deducted from the earned and unused sick leave credits of the employee. Upon expiration of an employee's accumulated and unused sick leave credit or after the fortieth (40) day, the employee shall be entitled only to the benefits payable under the Iowa Workers' Compensation Law.

Section 9 Salary for New Classification

When the Board creates a new classification which is entitled to representation under this Agreement, the City Assessor shall establish the job description and rate of pay for the classification. The Union shall be notified within ten (10) days of said action. In the event the Union does not agree with the rate of pay or any other mandatory subject of bargaining related to the job classification as set forth by the Board, the Union may request negotiations and such request shall be granted and be instituted for the purpose of establishing a salary rate or any other mandatory subject related to the classification in question.

Section 10 Longevity Pay

Shall be \$22.00 per month (\$10.15 biweekly pay period) for every five (5) years of continuous service. Full-time employees who have performed continuous service for five (5) years shall be eligible for longevity pay at the beginning of the pay period immediately following the completion of the required five (5) years of service. Continuous service shall be terminated by resignation, dismissal, or retirement. Former employees subsequently reappointed shall not be given longevity pay for service prior to said termination.

ARTICLE XI LEAVES OF ABSENCE

Section 1 Vacation

A. Eligibility

All full-time regular employees shall be entitled to leaves of absence with full pay for vacation periods. In the event that full vacation leave is not taken, unused vacation leave may be carried over from one (1) calendar year to the next as set forth in "B" below.

In the event that an employee is required to forego his scheduled vacation for an emergency and his/her vacation period cannot be conveniently rescheduled within that calendar year, the employee shall be authorized to carry over his vacation period from one (1) calendar year to the next.

B. Annual Accrual

Employees shall be granted and accrue vacation periods in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Hours Allowed</u>	<u>With Carry-Over, Maximum Accrual May Be Up To</u>
After one (1) year.	(1 week) 40 hours	
After two (2) years and for each year thereafter, up to and including the seventh (7) year.	(2 weeks) 80 hours	(4 weeks) 160 hours

After eight (8) years and for each year thereafter, up to and including the fourteenth (14) year.	(3 weeks) 120 hours	(5 weeks) 200 hours
After fifteen (15) years and for each year thereafter.	(4 weeks) 160 hours	(6 weeks) 240 hours

C. Accrual Rate

The length of service rendered by an employee shall determine the length of vacation period allowed. The employee shall accrue 1/26 of his annual entitlement for each biweekly pay period of continuous service. The accrual of annual vacation shall be as follows:

During the period of the first year (1 week)	1.538 hours per biweekly pay period
During the period of the second (2) through seventh (7) years (2 weeks)	3.076 hours per biweekly pay period
During the period of the eighth (8) through fourteenth (14) years (3 weeks)	4.614 hours per biweekly pay period
During the period of the fifteenth (15) and subsequent years (4 weeks)	6.152 hours per biweekly pay period

D. Credit Limitation

Credit for vacation leave accumulates only during leave with pay status including when an employee is receiving payments due to work-connected injury. Vacation leave for said Employees shall be credited and charged on an hourly basis.

E. Grant Procedure

1. Vacation periods are to be approved, granted and scheduled by the City Assessor taking into consideration the staffing requirements of the Employer. The employee's vacation requests shall be approved based on seniority. Vacation shall be granted in fifteen (15) minute increments.

2. During the first year of employment the employee is eligible for vacation leave. The employee can only use the amount of vacation accrual that has been earned and that the employee is entitled to.
3. Overuse of vacation leaves will not be authorized. Vacation entitlement shall be calculated as of the date an employee became a full-time regular employee.
4. The granting of vacation will be on a first-come-first served basis and in fifteen (15) minute increments.

F. Holidays

A legally designated holiday that falls during an employee's vacation shall not be charged against the employee's vacation.

G. Terminations

An employee who leaves the employment of the Board shall be compensated for vacation leave earned, up to the date of the employees' termination.

H. Military Leave

All earned vacation leave shall be paid to an employee, only at the employee's request, granted extended active military leave.

I. Sick Leave on Vacation

If an employee is under the care of an attending physician while on his/her vacation, that portion of the vacation may be charged to sick leave upon satisfactory proof of said care being provided to the Employer, if requested.

Section 2 Holidays

A. Designation

The following calendar days of the year shall be considered to be holidays within the context of this Agreement:

(1) New Year's Day	January First
(2) Dr. Martin Luther King, Jr.'s Birthday	Third Monday in January
(3) Memorial Day	Last Monday in May
(4) Independence Day	July Fourth
(5) Labor Day	First Monday in September
(6) Veteran's Day	November Eleventh
(7) Thanksgiving Day	Fourth Thursday in November
(8) Day after Thanksgiving	Friday following the Fourth Thursday in November
(9) Christmas Day	December Twenty-fifth
(10) Floating Holiday	As described in E., below
(11) Floating Holiday	As described in E., below

All full-time regular employees shall be eligible for paid holidays.

In the event any of the above mentioned holidays falls on a Sunday, "holiday" as used in this Agreement shall apply to such succeeding day.

In the event any of the above mentioned holidays falls on a Saturday, "holiday" as used in this Agreement shall apply to the day preceding the above mentioned holiday.

B. Holiday Pay

Except as hereinafter provided, all full-time and part-time regular employees of the Board shall be entitled to leaves of absence with pay for each of the aforesaid holidays and shall receive compensation therefore equivalent to the one (1) day's pay, but not less than eight (8) hours pay.

If an employee is required to work on any established holiday, he/she shall be paid for the hours so worked at the rate of one and one-half (1 ½) or may receive compensatory time off at the rate of one and one-half (1 ½) for all hours so worked. This Holiday Premium payment will be in addition to the pay the employee receives for the holiday.

C. Work Requirement

To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.

D. Leaves of Absence

Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay, which exceeds thirty (30) calendar days.

E. Floating Holiday Procedure

Employee requests for scheduling of a floating holiday shall be filed in writing with the City Assessor or designated representative at least seven (7) calendar days prior to the date which is the subject of the request. The City Assessor, or representative, shall respond to the request in writing within two (2) working days and shall inform the employee whether the request will be granted. Authorization of said request shall be subject to the staffing requirements and efficient operation of the Board. A reasonable attempt shall be made to grant an employee's request.

When, due to the limitations on numbers of employees who may be granted authorization to take a floating holiday at one time, there are more employees who request a holiday on a specific date than the number of holidays that will be granted on that date, the senior employee shall have preference. The time limit for filing of employee's request may be waived by the City Assessor if, such may be done within the staffing requirements of the Board.

Each employee shall be authorized two (2) floating holidays which shall be taken within the period of July 1 through June 30.

F. Courthouse Closing

The Board agrees to continue its current practice with regard to the payment of employees when the Courthouse is closed.

G. Eligibility for Floating Holiday

In the initial year of an individual's employment, eligibility for floating holidays shall be determined as follows. Employees who are employed prior to September 1 of the applicable contract year shall receive two (2) floating holidays which shall be taken beginning with their date of hire and ending June 30. Employees hired on or after September 1 but prior to December 1 of the applicable contract year shall be authorized one and one-half (1 ½) floating holidays which shall be taken within the period beginning with their date of hire and ending June 30. Employees hired on or after December 1 but prior to March 1 of the applicable contract year shall be authorized one (1) floating holidays which shall be taken within the period beginning with their date of hire and ending June 30. Employees hired on or after March 1 but prior to July 1 of the applicable contract year shall not be authorized to take any floating holidays. After their initial year of employment, each employee shall receive two (2) floating holidays which shall be taken within the period of July 1 to June 30.

Section 3 Sick Leave

A. Accrual

For each completed bi-weekly period of service, all regular full-time employees shall accrue 4.615 hours of sick leave with pay per pay period. Such leave is accrued as long as an employee is not on leave without pay basis.

Sick leave shall accrue during the period of sick leave pay.

B. Use and Certification

1. Requests for use of sick leave shall be made in accordance with rules and regulations established and distributed by the Assessor. Sick leave shall be granted in fifteen (15) minute increments.
2. Where death occurs in the immediate family of the employee, accrued sick leave shall be granted, not to exceed twenty-four (24) hours for each such occurrence. These twenty-four (24) hours of sick leave shall be in addition to the Funeral leave granted in Article XI, Section 7 of this Agreement and is at the employee's option. Immediate family is defined as, and limited to, the employee's spouse, sons, daughters, grandchildren, foster children, stepchildren, mother, mother-in-law, father, father-in-law, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsister, daughters-in-law, sisters-in-law, and persons for whom the employee is a legal guardian.

3. Employees shall be paid for sick leave only after the cause for said leave has been certified by the City Assessor.
4. If the City Assessor suspects that an employee may be abusing sick leave, the employee may be required to provide a medical certificate or other appropriate verification for any absence covered by this Article.
5. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.
6. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.
7. Employees shall be granted sick leave with pay to be used only with the approval of the City Assessor or designated representative for absence due to personal illness or injury of the employee or due to the injury or illness of the employee's spouse, sons, daughters, grandchildren, foster children, stepchildren, mother, mother-in-law, father, father-in-law, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsister, daughters-in-law, sisters-in-law, and persons for whom the employee is a legal guardian.

C. Sick Leave Accumulation

Unused sick leave shall be cumulative up to and including nine hundred and sixty (960) hours and may be used at any time as earned for absence due to any of the causes set forth.

D. Application

Sick Leave is granted to and may only be used by regular full-time employees.

E. Pre-Determined Disability Leave

Pre-Determined Disability leave shall be granted if requested by the employee, subject to the same conditions as apply to sick leave. Any temporary disabilities caused or contributed to by pregnancy and/or childbirth shall be considered a personal illness and all regular sick leave benefits, rules and regulations shall apply the same as any other illness.

F. Cancellation of Sick Leave

Separation from the Board's service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused sick leave shall be restored, provided the employee is re-employed by the Board within two (2) years.

G. Sick Leave Conversion and Payment

An employee who has accumulated and maintains nine hundred and sixty (960) hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of six (6) hours of sick leave for one (1) hour of vacation. An employee will cease to be eligible for this conversion any time their accumulated sick leave falls below nine hundred and sixty (960) hours.

An employee who is retiring and has a minimum of twenty (25) years of employment with the Sioux City Assessor's Office will be paid for fifteen percent (15%) of their accumulated sick leave up to a maximum of Two Thousand Dollars (\$2000.00).

Section 4 Jury Leave

Those employees drawn for federal, district and associate district court, petit or grand jury service, shall continue to receive their regular pay while engaged in such service. However, any fees, exclusive of mileage and meal allowance, received by said employees for jury service on the Board's time shall be given to the Board.

Section 5 Appearance Required by Subpoena

When an employee is legally subpoenaed to appear as a witness before a court or administrative body to testify for a federal agency or a political subdivision of the state, the time spent shall be considered as a leave of absence with pay, provided the employee is not a party to the proceedings. Any witness fees received by the employee shall be remitted to the Board.

Section 6 Military Leave

Military leave shall be granted by the City Assessor in accordance with the provisions of the Code of Iowa, Section 29A.28.

Section 7 Funeral Leave

Upon verification of a funeral, eight (8) hours, leave of absence with pay will be granted as funeral leave to a full-time regular employee only for the purpose of attending the funeral of a member of the employee's immediate family. Such funeral leave shall not be deducted from the employee's accumulated sick leave or annual vacation leave. Family is defined as consisting of those individuals with the relationship of spouse, sons, daughters, grandchildren, stepchildren, mother, mother-in-law, father, father-in-law, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, brothers-in-law, sisters, foster sister, stepsister, sisters-in-law, aunts, uncles and persons for whom the employee is a legal guardian.

Up to twenty-four (24) additional work hours off due to such a death may be taken as sick leave upon approval of the Assessor.

If the location of the funeral is in excess of 300 miles one way from Sioux City, Iowa, an employee may request up to sixteen (16) additional work hours chargeable to accumulated sick leave, for the purpose of traveling to and attending the funeral. Authorization of said hours is subject to the approval of the City Assessor.

Authorization for leave under this provision shall be subject to the employee's submission of documentation relative to the date, time and location of the funeral.

Section 8 Leave of Absence Without Pay

A. Grant

Leave of absence without pay may be granted by the City Assessor, but such leaves shall be limited to periods not exceeding thirty (30) calendar days. Requests for renewal of the thirty (30) day leave periods shall not be unreasonably denied.

B. Application

No leave of absence shall be granted except upon written request of the employee. Whenever a leave is granted, such leave shall be in writing and signed by the City Assessor.

C. Reinstatement

Upon expiration of approved leaves, the employee shall be reinstated in the position the employee held at the time such leave was granted. Failure of the employee to report promptly shall be cause for discipline or dismissal.

D. Benefits

Unless specified elsewhere in this Agreement, full-time regular employees authorized said leave shall accrue or receive no benefits during said leave which does not exceed thirty (30) days.

Section 9 Absence Without Leave

Any absence of any employee from duty, including any absence for a single day or any part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay, and may be subject to disciplinary action.

Section 10 Family Medical Leave Act

The Board agrees to comply with the provisions of the Family Medical Leave Act.

**ARTICLE XII
HEALTH AND SAFETY**

Section 1 Working Conditions and Rules.

A. Provision

The Employer will attempt to provide and maintain safe working conditions for its employees.

The Employer agrees to comply with occupational safety and health standards and regulations adopted by the Iowa Occupational Safety and Health Administration and the United States Occupational Safety and Health Administration.

B. Cooperation

The employees and the Union agree to cooperate to that end and abide by all reasonable safety rules and regulations.

ARTICLE XIII
MISCELLANEOUS

Section 1 Labor/Management Meetings.

A. Meetings upon Request

The Board and the Union agree that upon the request of either the Union President or the City Assessor the parties shall meet to discuss matters involving the employee-employer relationship. Said meetings shall be scheduled at mutually convenient times.

B. Topics in Writing

Topics to be discussed shall be set forth in writing and exchanged prior to the meeting.

C. Employee Attendance

Up to two (2) employees may attend as Union representatives without loss of pay.

D. Agreements Executed

Agreements reached as a result of such Labor/Management Meetings shall become effective only when signed by the authorized representatives of the parties, unless otherwise specified.

Section 2 Access to Personnel Files

A. Employee Access

Each employee shall, during normal business hours of the City Assessor's Office, have the right of access to his/her own personnel file.

B. Copies

Each employee at his/her own expense may have a copy of any item, excluding test materials, which may be contained in the employee's file.

C. Adverse Material

When any adverse material relating to an employee's conduct, including oral and written reprimands is placed in that employee's file, it shall be signed by the employee or the employee's refusal to sign shall be noted on the document, and the employee shall receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the document.

Section 3 Severe Weather/Emergency Closing

If due to severe weather or an emergency an employee is unable to report for duty on time, the employee shall be permitted to use vacation leave or compensatory time for the period of his/her absence from duty.

**ARTICLE XIV
NO STRIKE - NO LOCKOUT PROVISIONS**

The Union, its officers, agents, members and employees covered by this Agreement agree that they will not, directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a "strike" against the Board. A "strike" shall mean an employee's refusal, in concerted action with others, to report to duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her absence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensations, rights, privileges or obligations of public employment.

The Employer, its officers, agents and staff agree that they will not directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a "lockout." A "lockout" shall mean a cessation of work for the purpose of obtaining for the Employer a concession or agreement from the Union in connection with labor negotiations.

**ARTICLE XV
GENERAL**

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby and this Agreement and addendum shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of attempting to arrive at a mutual satisfactory replacement for such article or section.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the Board's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XVI DURATION OF THE AGREEMENT

This Agreement and any written amendment made and annexed hereto shall become effective on July 1, 2004 and shall continue in full force and effect until midnight, June 30, 2007.

In the event notice is not given as set forth above, then this Agreement shall automatically continue in effect from year to year until such notice is given.

FOR AFSCME/IOWA COUNCIL 61,
AFL-CIO, LOCAL 212, AFFILIATED
MUNICIPAL EMPLOYEE UNION,
EMPLOYEES OF THE SIOUX CITY
ASSESSOR'S OFFICE



Date 7-5-04
Danny J. Homan
AFSCME/Iowa Council 61
Chief Negotiator

Date _____
Patty McDanel
Bargaining Committee Member

Date _____
Bruce Garbe
Bargaining Committee Member

FOR SIOUX CITY CONFERENCE
BOARD

Date _____
Tim Bottero
Chief Negotiator

Date _____
Mel Obbink
City Assessor

**APPENDIX A
SALARY SCHEDULE**

2004 - 2007

Section 1 Pay Rates

Effective July 1, 2004

<u>Job Classification</u>	<u>Base Hourly Rate of Pay</u>
Clerk I	\$11.98
Clerk II	\$13.74
Chief Clerk	\$15.40
Clerk Lister	\$15.40
GIS Technician	\$15.40
Appraiser I	\$18.41
Appraiser II	\$18.96
Appraiser III	\$23.11

Effective July 1, 2005

<u>Job Classification</u>	<u>Base Hourly Rate of Pay</u>
Clerk I	\$12.35
Clerk II	\$14.17
Chief Clerk	\$15.88
Clerk Lister	\$15.88
GIS Technician	\$15.88
Appraiser I	\$18.98
Appraiser II	\$19.55
Appraiser III	\$23.83

Effective July 1, 2006

<u>Job Classification</u>	<u>Base Hourly Rate of Pay</u>
Clerk I	\$12.75
Clerk II	\$14.62
Chief Clerk	\$16.39
Clerk Lister	\$16.39
GIS Technician	\$16.39
Appraiser I	\$19.59
Appraiser II	\$20.18
Appraiser III	\$24.59

Section 2 Initial Rate of Pay

The City Assessor will have the discretion to determine the initial rate of pay to be received by all individuals upon their employment, but in no event will the initial rate of pay be more than ten percent (10%) less than the established base hourly rate of pay for the job classification nor will it be above the base hourly rate of pay for the classification. Employees shall be paid at the established base hourly rate for their job classification within twelve (12) months after they are hired. The City Assessor will notify the Union of the initial rate of pay of each newly hired individual.

Section 3 Establishment of Positions

The Assessor has the exclusive authority to determine the number of positions within each job classification and to determine whether a position within a job classification will be filled. If the Assessor determines that a vacant position will be filled by means of a transfer, then the transfer procedure provision of the Agreement will apply. If the Assessor determines that a vacant position will be filled by means of promotion of an individual from within the bargaining unit, then the Assessor shall have the discretion to select any individual from within the bargaining unit for promotion to the position.

APPENDIX B
Letter of Understanding

The Assessor will restructure the Appraiser's job classification and pay rates in the City Assessor's Office.


The first meeting will happen on or before September 15, 2004.

Conclusion of this restructuring to include wage impasse procedures, if required, will be completed by January 31, 2005.

New wage rates will be effective February 1, 2005.

Should the parties reach a voluntary agreement on this issue prior to February 1, 2005 the new rates will be effective as of the date of the Agreement.

FOR AFSCME/IOWA COUNCIL 61,
AFL-CIO, LOCAL 212, AFFILIATED
MUNICIPAL EMPLOYEE UNION,
EMPLOYEES OF THE SIOUX CITY
ASSESSOR'S OFFICE

 Date 7-5-04
Danny J. Homan
AFSCME/Iowa Council 61
Chief Negotiator

FOR SIOUX CITY CONFERENCE
BOARD

Date _____
Tim Bottero
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